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policy which avoids the policy if there be "other insurance" on the property, unless it be made known to the company and endorsed on the policy or otherwise acknowledged in writing, if the existence of such "other insurance" was communicated to such an agent of the company as is described in the case at bar, the company is estopped to enforce the forfeiture, although the agent may have neglected to communicate his knowledge to the company, and it was in ignorance of the fact at the time the policy was issued, unless the limitations upon the agent's powers was, in some way, brought home to the assured.

5. *INSURANCE—Two houses in same policy—"Other insurance" taken on house not burned.* Where a dwelling-house and tenant-house are insured in one policy, containing the usual clause against "other insurance," and the premium on each is distinct, the clause will be construed distributively, and though "other insurance" be effected on the tenant-house without the consent of the company, as required by the policy, that fact cannot be set up as defence to an action for the destruction of the dwelling-house.

6. *PLEADING—Declaration—Duplicity—Special demurrer.* Duplicity in a declaration cannot be raised except by special demurrer, which has been abolished by statute in this State.

7. *INSURABLE INTEREST—Landlord and tenant.* A landlord has an insurable interest in the furniture of his tenant on the leased premises, when there is rent due and unpaid by the tenant.

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FARMERS & MECHANICS BENEVOLENT FIRE INSURANCE ASSOCIATION V. WILLIAMS.—Decided at Staunton, September 27, 1897.—*Keith, P:*

1. *EVIDENCE—Admissibility of parol testimony—Written application for insurance—Parol evidence of statements to agent.* Parol evidence is admissible to show the circumstances under which a written application for insurance was made. Although the written application states that the assured never had property burned, and that a watchman should be kept at the property at night, it may be shown by parol evidence that the assured stated to the agent who filled the blanks in the application for the policy that he had a house burned in another State by fire communicated from other buildings, and that the agent replied that unless the fire originated on his premises it would not be considered his fire, and filled in the answer "none" to the question in the application as to other property burned; and, as to the watchman, that it was agreed between the assured and the said agent that the stipulation in the application and policy as to watchman should be deemed to be complied with by engaging the services of a man as watchman who was employed in that capacity at a saw-mill situated in sight of, and distant not more than sixty or seventy yards from, the property insured.

2. *INSURANCE—Knowledge of agent imputed to company.* Knowledge of facts material to the risk, communicated to the agent of an insurance company who fills out the application for the policy which is subsequently delivered, is imputed to the company, whether communicated to it by its agent, or not, unless it is shown that special limitations on the powers of the agent were known to the assured.